

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 11

1. CONTRACT/PURCH ORDER NO. N00014-12-M-0289		2. DELIVERY ORDER NO. N00014		3. DATE OF ORDER (YYMMDD) SEE BLOCK 24		4. REQUISITION/PURCH REQUEST NO. 12PR07729-00 / 1071517		5. PRIORITY DO-C9(J)	
6. ISSUED BY OFFICE OF NAVAL RESEARCH MICHELLE PARROTT, ONR 0254, (703) 696-2044 E-MAIL: MICHELLE.PARROTT.CTR@NAVY.MIL ONE LIBERTY CENTER 875 NORTH RANDOLPH ST ARLINGTON, VA 22203-1995				7. ADMINISTERED BY (if other than 6) DCMA BOSTON 495 SUMMER STREET BOSTON, MA 02210-2138				8. Delivery FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. Contractor  NAME AND ADDRESS MOBIQUITY, INC 16 LAUREL AVE STE 300 WELLESLEY, MA 02481-7531		6LDB9		FACILITY CODE		10. DELIVER TO FOB POINT BY (Date) (YYMMDD) See Page 2		11. MARK OF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
14. SHIP TO OFFICE OF NAVAL RESEARCH LAWRENCE SCHUETTE, CODE: 031 875 NORTH RANDOLPH STREET ARLINGTON, VIRGINIA 22203-1995				N00014		15. PAYMENT WILL BE MADE BY CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
				DFAS COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS, OH 43218-2266					
16. TYPE OF ORDER DELIVERY/C ALL <input type="checkbox"/> PURCHASE <input checked="" type="checkbox"/>		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. Reference your <b>See Page 2 of Order</b> furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYMMDD)			
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEETS									
18. ITEM NO	19. SCHEDULE OF SUPPLIES/SERVICE			20. QUANTITY ORDERED/ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	SEE PAGE TWO								
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA (b) (6)		CONTRACTING/ORDERING OFFICER		29. DIFFERENCE	
26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPEC <input type="checkbox"/> RECEIV <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS				27. SHIP. NO.		29. D.O. VOUCHER NO.		30. INITIALS	
DATE				SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. PAYMENT		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.				DATE		32. PAID BY		34. CHECK NUMBER	
DATE				SIGNATURE AND TITLE OF CERTIFYING OFFICER		COMPLETF PARTIAL FINAL		35. BILL OF LADING NO.	
37. RECEIVED AT	38. RECEIVED BY (PRINT)	39. DATE RECEIVED (YYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

## SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES / SERVICES	QTY	UNIT	AMOUNT
0001	The Contractor shall provide membership to the Wireless Innovation Council (WIC) in accordance with the section entitled, "Member Benefits," of the Wireless Innovation Council (WIC) Membership Agreement, which section is incorporated herein by reference. <b>PSC: AD93</b> <b>ACRN: AA</b>	1	LOT	\$15,000
<b>TOTAL FIRM FIXED PRICE</b>				<b>\$15,000</b>

1. Under Item 0001, the Contractor shall provide the services/supplies in accordance with the "Wireless Innovation Council (WIC) Membership Agreement," dated 27 MAR 2012, which is incorporated herein by reference.

## DELIVERIES OR PERFORMANCE

2. The Contractor shall accomplish the work during the period commencing the date of purchase order award through 12 months.

Any and all deliverable items under this order shall be sent to the Program Officer at the address stated below:

Office of Naval Research  
875 North Randolph Street- Suite 1459  
Attn: Dr. Lawrence Schuette, Code 03I  
Arlington, Virginia 22203-1995  
Ref: N00014-12-M-0289

### 3. Submission of Invoices

#### 3.1 PAYMENT AND INVOICE INSTRUCTIONS (FIRM FIXED PRICE OR TIME-AND-MATERIAL/LABOR-HOUR)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for the submission of payment requests, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at ([http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_o\\_verview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_o_verview/vendor_information)). The most useful guides are "Vendor Self Registration/Account Management" and either "Invoice 2in1" or "Invoice and Receiving Report (Combo)"; use the former if the invoice is for services only.

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting invoices must self-register in WAWF.

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. *(Note – Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)*

Enter the Pay DODAAC and hit Submit.

**Pay DoDAAC:** [Use the 6 character "PAYMENT WILL BE MADE BY" CODE on page one of the award document]

Select either the: **"Invoice as 2-in-1 (Services Only)"** for services/R&D/reports (can include incidental supplies) or **"Invoice and Receiving Report (Combo)"** for supplies (can also include additional services) invoice type within WAWF and hit Continue. Both types of invoices fulfill any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

**Issue Date:** [Use the signed date of the award document]

**IssueBy DoDAAC:** [Use the 6 character "ISSUED BY" CODE on page one of the award document]

**Admin DoDAAC:** [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

**Service Acceptor:** [Use the 6 character "ISSUED BY" CODE on page one of the award document] *(Note – this line is required only with "Invoice as 2-in-1 (Services Only)" type invoices)*

**Ship To Code:** [Use the 6 character "SHIP TO" CODE on page one of the award document]  
(Note – this line is required only with "Invoice and Receiving Report (Combo)" type invoices)  
**LPO DoDAAC:** [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document] (Note – this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC is HQ0251 or begins with an 'N'; otherwise leave blank)

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the "Misc Info" tab.

Helpful Note: Shipment Number format should be three (3) alpha and four (4) numeric characters (e.g., SER0001).

Take special care when you enter Line Item information – the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

**Item Number:** If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

**ACRN:** Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN.  
(Note – Do not invoice for more than is still available under any ACRN)

After all required information is included, click on the "Create Document" button under the "Header" tab.

**Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:**

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3<sup>rd</sup> character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).



**FAR 52.213-4 -- Terms and Conditions -- Simplified Acquisitions (Other Than Commercial Items).**

**(MAR 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(v) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(vi) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vii) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(ii) 52.232-1, Payments (Apr 1984).

(iii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iv) 52.232-11, Extras (Apr 1984).

(v) 52.232-25, Prompt Payment (Oct 2008).

(vi) 52.233-1, Disputes (July 2002).

(vii) 52.244-6, Subcontracts for Commercial Items (Jan 2011).

(viii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (Oct 2010) (41 U.S.C. 35-45) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, *United States* includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).
- (vi) 52.222-41, Service Contract Act of 1965, (Nov 2007) (41 U.S.C. 351, *et seq.*) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).
- (viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR® Program or Federal Energy Management Program (FEMP) will be—
  - (A) Delivered;
  - (B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;
  - (C) Furnished by the Contractor for use by the Government; or
  - (D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)
- (ix) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States or its outlying areas, if the value of the supply contract or

supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(x) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(xi) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xii) 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sep 1989) (Applies to fixed-price supplies).

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110 247) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United states.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, *Clauses Incorporated by Reference* (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[http://farsite.hill.af.mil/farsite\\_script.html](http://farsite.hill.af.mil/farsite_script.html)

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of

nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of Clause)

**(A) Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and Department of Defense FAR Supplement (DFARS) (48 CFR Chapter 2) Clauses**

FAR 52.204-7	Central Contractor Registration (FEB 2012)
FAR 52.217-7	Option for Increased Quantity – Separately Priced Line Item (MAR 1989) (Insert “ after the Order is executed”)
FAR 52.217-8	Option to Extend Services (NOV 1999)

FAR 52.219-1	Small Business Program Representation (APR 2011) and Alternate I (APR 2011)
FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
FAR 52.219-28	Post-Award Small Business Re-representation (APR 2009)
FAR 52.223-18	Contractor Policy to Ban Text Messaging While Driving (AUG 2011)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
FAR 52.242-15	Stop Work Order (AUG 1989)
FAR 52.246-1	Contractor Inspection Requirements (APR 1984)
FAR 52.246-16	Responsibility for Supplies (APR 1984)
DFARS 252.204-7003	Control of Government Personnel Work Product (APR 1992)
DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
DFARS 252.204-7008	Requirements for Contracts Involving Export-Controlled Items (APR 2010)
DFARS 252.211-7003	Item Identification and Valuation (JUN 2011)
DFARS 252.211-7007	Reporting of Government – Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
DFARS 252.242-7006	Accounting System Administration (FEB 2012)
DFARS 252.243-7001	Pricing of Contract Modifications (DEC 1991)

#### (B) ADDITIONAL FAR AND DFARS CLAUSES

The following FAR and DFARS clauses only apply when specifically marked with a check (x). The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

	FAR 52.211-5	Material Requirements (AUG 2000) (Applicable in contracts for supplies that are not commercial items.)
	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (Applicable in all solicitations and contracts, including acquisition for commercial items and commercially available off-the-shelf items, except acquisitions—(1) Under the simplified acquisition threshold. For indefinite-quantity contracts, include the clause only if the value of orders in any calendar year of the contract is expected to exceed the simplified acquisition threshold; (2) For work performed exclusively outside the United States; or (3) Covered (in their entirety) by an exemption granted by the Secretary.)
	FAR 52.243-1	Changes – Fixed Price (AUG 1987) (Applicable in contracts when a fixed-price contract for supplies is contemplated.) with Alternate I (APR 1984) (for services and no supplies are to be furnished) OR with Alternate II (APR 84) (for services and supplies are to be furnished.)
	FAR 52.245-1	Government Property (APR 2012) (Applicable in all cost reimbursement contracts and in fixed-price contracts when the Government will provide Government property or where the contractor is directed to acquire property for use under the contract that is titled in the Government.)

	FAR 52.245-9	Uses and Charges (APR 2012) (Applicable in solicitations and contracts containing the clause at FAR 52.245-1, Government Property..)
	DFARS 252.225-7997	Additional Requirements and Responsibilities relating to Alleged Crimes by or against Contractor Personnel in Iraq and Afghanistan (DEVIATION)(AUG 2010) (Applicable in all new contracts performed in Iraq or Afghanistan)
	DFARS 252.245-7001	Tagging, Labeling, and Marking of Government Furnished Property (FEB 2011) (Applicable in solicitations and contracts containing the clause at FAR 52.245-1, Government Property..)
	DFARS 252.245-7002	Reporting Loss of Government Furnished Property (FEB 2011) (Applicable in solicitations and contracts containing the clause at FAR 52.245-1, Government Property.)
	DFARS 252.245-7003	Contractor Property Management System Administration (FEB 2012) (Applicable in solicitations and contracts containing the clause at FAR 52.245-1, Government Property.)

## 5. ATTACHMENTS

Financial Accounting Data (FAD) Sheet(s)

## 1. CONTRACT NUMBER (CRITICAL)

### 3. MOD (CRITICAL)

4. PR NUMBER

100

12PR07729-00

DATE: \_\_\_\_\_

PREPARED/AUTHORIZED BY:

COMPTROLLER APPROVAL:

DATE:

for COMPTROLLER, ONR CONTRACT REVIEWED

FINANCIAL ACCOUNTING DATA SHEET – NON-NAVY DoD ACTIVITIES

1. CONTRACT NUMBER (CRITICAL) N0001412M0289		2. SPIN (CRITICAL)		3. MOD (CRITICAL)		4. PR NUMBER 12PR07729-00			
5. CLINSLIN	6. ACRN (CRITICAL)	7. ACCOUNTING CITATION				8. AMOUNT (CRITICAL)	NAVY INTERNAL USE ONLY REF DOC/ACRN		
This page is intentionally blank									
PREPARED/AUTHORIZED BY:						PAGE TOTAL			
DATE:						GRAND TOTAL			
COMPTROLLER APPROVAL: FOR FISCAL DATA AND SIGNATURE BY _____ DATE: _____						for COMPTROLLER, ONR CONTRACT REVIEWED			





## Select the Appropriate Type of Action:

C-Type/PO

D-Type

DO/TO

BPA/BOA

BPA Call

(Link to CAR Data Dictionary)

## Individual Contracting Action Report (CAR)

## Definitive Contract (C-Type)

Use for Purchase Orders (P, M, V, or W actions) and Definitive Contracts (C, F, E, H, K, I, S actions)

Submitting User: Michelle Parrott

Signature: (b) (6)

## Document Information

Contract Number: N00014-12-M-0289

Mod Number: \_\_\_\_\_

Reason for Mod (if action is a Mod): \_\_\_\_\_

Treasury Account Symbol 17:1319: \_\_\_\_\_ (Agency Identifier : Main Account : Sub Account)American Recovery and Reinvestment Act: No

## Dates

Signed Date (mm/dd/yyyy): 05/22/12Effective/Action Date (mm/dd/yyyy): 05/22/12Completion Date (mm/dd/yyyy): 5/16/2013Est. Ultimate Completion Date (includes Unexercised Options) (mm/dd/yyyy): 5/16/2013

## Dollar Amounts

	Previous	Current (Change this Action)	Total
Action Obligation	\$0.00	\$15,000.00	\$15,000.00
Base & Exercised Options Value	\$0.00	\$15,000.00	\$15,000.00
Base & All Options Value	\$0.00	\$15,000.00	\$15,000.00

## Purchaser Information

Funding Agency: Navy (Enter Agency Name if Other: \_\_\_\_\_)Funding Activity ID: N00014 (Enter Activity ID if Other: \_\_\_\_\_)Foreign Funding: Not Applicable

## Contractor Information

DUNS Number: 967990099Contractor Name (from Contract): Mobiquity, Inc.CCR Exception: N/A

## Contract Data

Type of Contract: Firm Fixed Price (Enter Contract Type if Other: \_\_\_\_\_)Multi-Year Contract: NoNational Interest Item: NoCost/Pricing Data: YesPurchase Card use as a Payment Method: NoUninitiated Action: NoPerformance Based Service Acquisition (PBSA): NoContingency Humanitarian Peacekeeping Operation: Not ApplicableContract Financing: N/ACost Accounting Standards Clause: Not Applicable exempt from CASConsolidated Contract: NoNumber of Actions: 1

**Legislative Mandates**

Clinger Cohen Act: No  
Service Contract Act: No  
Walsh-Healey Act: No  
Davis Bacon Act: No  
Interagency Contract Authority: N/A

**Place of Performance**

City/State: Wellesley, MA  
Country (if foreign vendor): \_\_\_\_\_  
Zip: 02481 CCR Lookup  
Zip (+4): 7531 Zip +4 Lookup

**Product/Service Information**

Product/Service Code (FSC): AD93 PSC/FSC Lookup (Enter PSC/FSC if Other: \_\_\_\_\_)  
NAICS Code: 541519 NAICS Lookup  
Bundled Requirements: Not a Bundled Requirement  
System Equipment Code: 000  
Country of Product Origin: US (Enter Country name if other than US: \_\_\_\_\_)  
Place of Manufacture: Not a manufactured product  
Domestic or Foreign Entity: US Owned Business  
Use of Recovered Material: No Clauses Included  
Info Tech Commercial Item Category: Not IT Products or Services  
Program Code: S1  
Sea Transportation: No  
GFE/GFP Provided Under This Action: No  
Use of Environmental Protection Agency (EPA) Designated Products: Not Required  
Description of Requirement (if left blank, NAICS description will be used): \_\_\_\_\_

**Competition Information (Not Required for Mod)**

Extent Competed: full ? open competition  
Solicitation Procedures: Unrestricted Proposal/Quote  
Type of Set-Aside: no set aside used  
Evaluated Preference: No Preference Used  
Research (SBIR/STTR): \_\_\_\_\_  
Reason Not Competed/Other Than Full and Open Competition: N/A  
Local Area Set-Aside: No  
FedBizOpps: Yes  
A-76 Action: No  
Commercial Item Acquisition Procedures: \_\_\_\_\_  
Number of Offers Received: \_\_\_\_\_  
Commercial Item Test Plan: \_\_\_\_\_

**Preference Programs/Other Data (Not Required for Mod)**

Contracting Officer's Business Size Selection: Small  
Subcontract Plan: plan not required

## Contract Distribution Sheet

CR Number: 12PR07729-00  
Contract Number: N0001412M0289  
Specialist: PARROTT, MICHELLE ONR: BD254  
Modification Number:

Distribution Date: **MAY 23 2012**

Distributed By: (b) (6)

— PCO, ONR Arlington (Original)

— Contractor (Duplicate Original)

Short Contractor Code and Address:

MOBI  
MOBIQUITY INC.  
16 LAUREL AVENUE, SUITE 300  
WELLESLEY, MA 02481-7531 US

— ACO

ACO MILSCAP Code and Address:

S2206A  
DCMA BOSTON-S2206A  
495 SUMMER ST  
BOSTON, MA 02210-2138 US

— Payment Office

DODAAD Code and Address:

HQ0337  
DFAS COLUMB. NORTH ENTL-HQ0337  
PO BOX 182266  
COLUMBUS, OH 43218-2266 US

— ONR:  
00CC

Program Officer: SCHUETTE, DR. LAWRENCE R., ONR Other

# CONTRACT APPROVAL AND CHECKLIST

Contractor: MOBILITY INC. : MOBI

Contract Number : N0001412M0289

Modification Number:

Date: 18-MAY-12

R&T PROJECT CODE: 12PR07729-00

Code: ONR BD254

Approving Code	Initials	Date	Comments
Requesting Activity SO			
PARROTT, MICHELLE : BD254	(b) (6)	5/18	Please Review.
OCCC			
Subcontracting Plan Approval			
ONR 43 (Security)			
Contracting Officer	(b) (6)	5-22-2012	
	Applies	Encl.	Pend.
Initial Synopsis			
J&A			
Code OCCC1 (Patent Clearance)			
Method of Contracting D&F			
Other D&F			
Audit Report/Waiver Memo			
Contractor Support Services (CAAS)			
Nonpersonal Services Determination			
Wage Determination			PR/Req. Date: 18-MAY-12
EFT			PR/ Req. Recd in Code 25
Human Volunteers			Mailed to Contractor
ADP Approval			Beginning Date of Contract Action 12 Apr 04
EEO			Mail Attn:
DD Form 254 (Security)			Negotiated Value: \$15,000.00
Precontract Cost Documentation			Obligated by this PR: \$0.00
Subcontracting Plan			
Contractor Reps & Certs			Program Element:
Offeror's BAA Submittal Statement			
Property Justification Documents			Remarks:
DD Form 1547 (Weighted Guidelines)			
Cert of Current Cost & Pricing Data			
Clearance Memo			
DD Form 350 (Contract Action Report)			



CR NUMBER: 12PRO7729-00 REQ NUMBER: 3145223 PO NUMBER:

PREVIOUS CR NUMBER:

TITLE: WIRELESS INNOVATION COUNCIL (WIC)

AWARD NUMBER: N0001412M0289

NAVRIS NUMBER: 1071517

RELATED NAVRIS NUMBER:

MODIFICATION NUMBER:

SIZE AND TYPE OF BUSINESS: SMALL BUS./NONMINORITY/NOT WOMEN-OWNED

PI NAME: SNYDER, MR. SCOTT

PERFORMER: MOBILITY INC.

PO NAME: SCHUETTE, LAWRENCE R., Int. PO

PO CODE: 031

POINT OF CONTACT:

PO PHONE: (703) 696-7118  
POC PHONE:

GRANTS OFFICER:

NO NEG

CURRENT AWARD START DATE:

27-MAR-12

CURRENT AWARD END DATE:

31-DEC-12

PO REQUESTED START DATE:

27-MAR-12

CR TYPE:

NEW

INTERNAL COORDINATOR(S):

PHONE:

GILLEY, LYNN T.

(703) 696-4266

INSTRUMENT TYPE:

PURCHASE ORDER

BASIS FOR SELECTION:

OTH

CRD DATE:

FNC: NO

CURRENT FUNDING:

BLI	ACRN	APPN	BBRD	OBJ	PARM	BCN	SA	AAA	TT	PAA	COSTCODE	ITEM
Default		1319	WADT	2551	RA	RDSD	0	068342	2D	000000	0291800050A0	Funding Request
FRC TITLE				BA	FY	FRC	PE					AMOUNT STATUS
OPERATIONS ANALYSIS				3	2012	DEOA		0603758N				\$15,000.00 APPROVED
FUTURE FRC:												DIRECT
ITEM				FY	FRC					OPTION	START DATE	AMOUNT

CR STATUS: APPROVED  
 CUMULATIVE TOTAL AWARD VALUE: \$15,000.00  
 TOTAL VALUE FOR CR: \$15,000.00  
 INCREMENTAL VALUE: \$15,000.00  
 MODIFICATION NEGOTIATED VALUE: \$15,000.00

SHORT WORK STATEMENT:

Member (ONR representative) will actively participate in WIC meetings with at least one (1) senior attendee, who is responsible for functions or businesses related to mobile innovation (Marketing, Strategy, Innovation/R&D, Technology/IT, Business Unit Lead, etc.), per session (with a maximum of two (2) per session). Member will make selected employees and stakeholders (up to thirty (30) per calendar quarter) available for surveys with proper advance notice. Member may voluntarily provide relevant wireless/mobile research to the WIC to enhance the overall WIC research effort. Member will voluntarily make its facility

*Lynn Gilley*

*Method of Payment Language  
 Limit 7500  
 Payment*

*Tell the date  
 the membership talk to  
 (MAR 26 2013) 3  
 CINS*

available for hosting a WIC meeting.

**NOTES:**

**Approach:**

The Wireless Innovation Council (WIC), managed by Mobiquity, will coordinate four (4) meetings (two (2) virtual and two (2) face-to-face) per year and conduct research focused on cross-industry wireless/mobile innovation opportunities. The venues for the meetings will vary and may include Member company sites to facilitate exposure of Members to different company environments and wireless/mobile innovation approaches. The WIC will also coordinate guest speakers from wireless/mobile technology and innovation players (both large and emerging) to provide valuable input on the future of wireless/mobile technology and innovation examples. Research will be compiled in the form of living reports and a research repository accessible by Member companies. The results will be reviewed at WIC meetings for discussion and potential input for subsequent research.

**Extended Work Statement:**

Member (ONR representative) will actively participate in WIC meetings with at least one (1) senior attendee, who is responsible for functions or businesses related to mobile innovation (Marketing, Strategy, Innovation/R&D, Technology/IT, Business Unit Lead, etc.), per session (with a maximum of two (2) per session). Member will make selected employees and stakeholders (up to thirty (30) per calendar quarter) available for surveys with proper advance notice. Member may voluntarily provide relevant wireless/mobile research to the WIC to enhance the overall WIC research effort. Member will voluntarily make its facility available for hosting a WIC meeting.

**Notes to Financial Management:**

Performer: Mobiquity, Inc.; 16 Laurel Avenue, Suite 300; Wellesley Hills, MA 02481

Performer/Principal Investigator: Scott Snyder; 610-256-0662; ssnyder@mobiquityinc.com  
Financial/Business POC: Linda Cole; 617.710.8131; lcole@mobiquityinc.com;  
Michael Bayer, CFO; MBayer@mobiquityinc.com

ONR 03I PO: Larry Schuette; 703-696-7118; larry.schuette@navy.mil

ONR 03I Financial Contact: Lynn Gilley; 703-696-4266; lynn.gilley.ctr@navy.mil

Acceptance Copies to: 82FDA@onr.navy.mil; lynn.gilley.ctr@navy.mil

**Objective:**

Member (ONR representative) will actively participate in Wireless Innovation Council (WIC) meetings with at least one (1) senior attendee, who is responsible for functions or businesses related to mobile innovation (Marketing, Strategy, Innovation/R&D, Technology/IT, Business Unit Lead, etc.), per session (with a maximum of two (2) per session). Member will make selected employees and stakeholders (up to thirty (30) per calendar quarter) available for surveys with proper advance notice. Member may voluntarily provide relevant wireless/mobile research to the WIC to enhance the overall WIC research effort. Member will voluntarily make



its facility available for hosting a WIC meeting.

ARTICLES:



**SIMPLIFIED ACQUISITION WORKSHEET**  
**(Version Date: 31 December 2011)**

This worksheet and attachments shall be used for ☐ Simplified Acquisition Procedures (SAP) >\$3,000-\$150,000, ☐ Federal Supply Schedule Orders, ☐ Purchases >\$3,000.00-\$150,000 of Commercial Items, ☐ Purchases >\$150,000 - \$6,500,000 of Commercial Items IAW FAR Part 13.5, ☐ Enterprise Software Initiative (ESI), ☐ Nationwide DoN Wireless Contracts (NDWC), and ☐ DoD Electronic Mall (EMall).

**NOTE: The Head of the Contracting Agency (HCA) is required to review Information Technology (IT) procurements in excess of \$25,000.00 to ensure that the agency only procures IT capabilities that are not available under the NMCI contract to satisfy command or program initiatives. Code 06 is responsible for obtaining approval prior to the acquisition of any hardware and/or software items.**

☐ Approval obtained and included in contract file.

CR/NAVRIS 12PR07729-00/  
Number 1071517

Purchase/GSA/ESI/NDWC Order N00014-12-M-0289  
Number

☐ Oral Quotes

☒ Written Quotes

☐ COMPETITION NOT REQUIRED </\$3,000 solicit only one source.

☐ Waiver of Use of Government Purchase Card is attached.

☒ COMPETITION REQUIRED

☐ >\$3,000.00-\$15,000.00 - Solicit at least three (3) sources.

☒ >\$15,000.00-\$25,000.00 - Synopsis required.  
Synopsis posted on ONR Website for ten (10) days.  
Date Posted: \_\_\_\_\_

07 MAY 2012

☐ >\$25,000.00-\$150,000.00 - Synopsis required.  
Synopsis posted in FedBizOpps. The number of days for  
publication is dependent upon the nature of the  
requirement. (See FAR 5.203(b))  
Date Posted: \_\_\_\_\_

☐ >\$150,000.00-\$6,500,000.00 - IAW FAR Part 12 and  
FAR 13.5 for Commercial Items - Synopsis required.  
Synopsis must be published for fifteen (15) days prior  
to the issuance of the solicitation. (See FAR 5.203(c))  
Date Posted: \_\_\_\_\_

☐ Enterprise Software Agreements IAW DFARs Subpart  
208.74 and DoD Instruction 500.2 (May 2003) for  
Commercial Software and Software Maintenance.  
Quotes required from ESI Contract Holders.  
Software Category: \_\_\_\_\_

Number of Quotes Requested: \_\_\_\_\_

Date Posted: \_\_\_\_\_

☐ Nationwide DoN Wireless Contracts (NDWC)  
Fleet and Industrial Supply Center (FISC) Contract  
Holders IAW ASN (RDA) Memorandum dated  
07 March 2005.

Number of Quotes Requested: \_\_\_\_\_

Date Posted: \_\_\_\_\_

☐ DoD Electronic Mall (EMall)  
Commercial/Non-commercial Product and/or Service  
Quotes Obtained: \_\_\_\_\_

Date Posted: \_\_\_\_\_

- ☐ COMPETITION IS REQUIRED OVER \$3,000.00, but only one source will be solicited for the following reasons:
- ☐ Other than Full and Open Competition, FAR 6.302-\_\_\_\_, Justification Attached
- ☐ Requirement posted in FedBizOpps, but no responses received or responding sources could not meet specifications.

- ☐ FEDBIZOPPS NOTICE NOT REQUIRED DUE TO:
- ☐ URGENCY
- ☐ FAR PART 5.202(a)(6) and 8.405-1(c)

- ☐ NDWC FISC ASN (RDA) Memorandum dated 07 March 2005

- ☐ OTHER, Site Authority FAR 5.202-\_\_\_\_\_

- ☒ FAR 52.219-6, Total Small Business Set-Aside Applies

NAICS Code 541519

Product Code

AD93

Size Standard 500

Claimant Code

S1

- ☐ BUY AMERICAN ACT APPLIES.

Buy American Act Exemption Applies, as per FAR

Or DFARS

- ☐ CLASSIFIED REQUIREMENTS - DD254 Attached Bilateral Purchase Order Will Be Issued

#### PRICE

##### REASONABLENESS

- ☐  $\leq \$3,000.00$ , a written price reasonableness is not required.
- ☒  $> \$3,000.00 - \$25,000.00$ , a written price reasonableness is required; price reasonableness is based on competition/comparison. (See Next Page)
- ☐  $> \$3,000.00 - \$25,000.00$ , written price reasonableness is required; price reasonableness is based on current published price list, past purchases, etc. (See Next Page for Price List/Past Purchase)
- ☐  $\$25,000.00 - \$150,000.00$  or Maximum Order Limitation (MOL), written price reasonableness is required; price reasonableness is based on competition/comparison. (See Next Page)
- ☐  $\$25,000.00 - \$150,000.00$ , written price reasonableness is required; price reasonableness is based on price analysis/cost analysis, independent Government Estimate. (See Next Page)
- ☐  $\$3,000.00 - \$150,000.00$  written price reasonableness is not required; price reasonableness is based on law or regulation. Site authority:
- ☐  $\$3,000.00 - \$150,000.00$  written price reasonableness is not required; mandatory source of supply. Site authority:
- ☐  $> \$150,000.00$  written price reasonableness is required; price reasonableness is based on price analysis/cost analysis, independent Government Estimate. (See Next Page) Not required when for mandatory source of supply. Site authority:
- ☐ Enterprise Software Agreement written price reasonableness not required; price reasonableness has been determined in IAW the Enterprise Software Initiative (ESI).
- ☐ Nationwide DoN Wireless Contracts (NDWC) Fleet and Industrial Supply Center (FISC) Contract Holders IAW ASN (RDA) Memorandum dated 07 March 2005
- ☐ DoD EMail

## TECHNICAL REVIEW CHECKLIST

### SCREENING AGAINST PREFERRED GOVERNMENT SOURCES IN ACCORDANCE WITH FAR 8

#### REQUIRED SOURCES OF SUPPLIES OR SERVICES

These items are available from:

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Broad Agency Announcement (BAA) Number 11- (FAR Subpart 6.102)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Excess Personnel Property (FAR Subpart 8.1)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Federal Supply Schedules (FAR Subpart 8.4)
		(i.e., Multiple Award Schedule (MAS) and Blanket Purchase Agreements (BPA) with General Services Administration (GSA) and MAS with the Department of Veterans Administration (VA) Federal Supply Sources)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Federal Prison Industries, Inc. (FPI, also known as UNICOR) (FAR Subpart 8.6)
		If no, a waiver maybe required for the purchase of supplies in the FPI scheduled from another source.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nonprofit Agencies Employing People Who Are Blind Or Severely Disabled (FAR 8.7)
		(i.e., National Industry for the Blind (NIB) and Ability One Nonprofit Agencies Serving People with Severe Disabilities)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Printing and Related Supplies (FAR Subpart 8.8)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Leasing of Motor Vehicles (FAR Subpart 8.11)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Enterprise Software Initiative (ESI) Agreement (DFARs Subpart 208.74 and DoD Instruction 500.2)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nationwide DoN Wireless Contracts (NDWC) Fleet and Industrial Supply Center (FISC) Contract Holders
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DoD Electronic Mail (EMail)

Remarks

### **BACKGROUND/PURPOSE OF REQUIREMENT**

The Wireless Innovation Council (WIC), managed by Mobiquity, will conduct four (4) meetings (two (2) virtual and two (2) face-to-face) per year and conduct research focused on cross-industry wireless/mobile innovation opportunities. The WIC will also coordinate guest speakers from wireless/mobile industry players (both large and emerging) to provide valuable input on the future of wireless/mobile technology and innovation examples. Research will be compiled in the form of living reports and a research repository accessible by Member companies.

### **COST/PRICE REASONABLENESS ANALYSIS**

A quote was received from the following offeror: Mobiquity, Inc., 16 Laurel Ave., Ste 300, Wellesley, MA 02481-7531

Mobiquity, Inc. is the sole manager of the Wireless Innovation Council (WIC). Research was conducted online in an attempt to find similar services from potential sources. The research did not produce potential other sources. A special notice was posted on the Office of Naval Research website to serve as further market research. The notice remained posted for 10 days, and no other offers were received.

### **AFFIRMATIVE STATEMENT(S)**

The Contractor does not appear on the List of Parties Excluded from Federal Procurement or Non-Procurement as of 29 MAR 2012. See ([www.epls.gov](http://www.epls.gov)).

The Contractor is registered in the DoD Central Contractor Registry as confirmed on 29 MAR 2012. See (<http://www.ccr.gov/>)

☒ Applicable - The Contractor is registered in ORCA and the validation is dated from 05/10/2012 to 05/10/2013. The ORCA registration includes both FAR and DFARS provisions.

☐ Not Applicable - In accordance with FAR 4.1202, FAR 52.204-8, Annual Representations and Certifications, is not required for commercial item solicitations issued under FAR Part 12.

### **APPLICABLE TO THE ACQUISITION OF COMMERCIAL ITEMS**

#### **FAR Requirement:**

☐ Applicable ☒ Not Applicable - The Contractor has submitted FAR 52.212-3, Offeror Representations and Certifications - Commercial Items and Alternate I on \_\_\_\_\_. If the offeror has completed the annual representations and certifications (ORCA), then an offeror shall complete only paragraph (b) of the provision. If an offeror has not completed the annual representations and certifications (ORCA), the offeror shall complete only paragraphs (c) through (m) of the provision.

#### **DFARS Requirement:**

☐ Applicable ☒ Not Applicable - If the offeror has completed the provisions listed in paragraph (1) or (2) below, electronically, as part of its annual representations and certifications (ORCA), the contracting officer may consider this information instead of requiring the offeror to complete the provisions for a particular solicitation:

1) Use one of the following provisions as prescribed in Part 225 (Applies to the acquisition of Supplies):

- (A) 252.225-7000, Buy American Act - Balance of Payments Program Certificate.
- (B) 252.225-7020, Trade Agreements Certificate.
- (C) 252.225-7035, Buy American Act - Free Trade Agreements - Balance of Payments Program Certificate.

(2) Use the provision at 252.212-7000, Offeror Representations and Certification - Commercial Items (Applicable to commercial items exceeding the simplified acquisition threshold (\$150,000 - \$5,500,000).

#### **JUSTIFICATION**

The statutory authority permitting other than full and open competition for this simplified acquisition is found at FAR 13.106-1 (b) where "contracting officers may solicit from one source if the contracting officer determines that the circumstances of the contract action deem only one source reasonably available."

#### **DETERMINATION FOR AWARDING A FIXED PRICE CONTRACT FOR A DEVELOPMENT PROGRAM EFFORT**

In accordance with Subpart 235.006 of the Defense Federal Acquisition Regulation Supplement (DFARS) and 10 U.S.C. §2310, the Contracting Officer has determined that it is appropriate to award a fixed price contract because: 1) the level of program risk permits realistic pricing and, 2) there is an equitable and sensible allocation of program risk between the Government and the contractor.

#### **RECOMMENDATION**

Based on the information stated above, it is recommended that an award be made to Mobiquity, Inc in the amount of \$15,000.

#### **SIGNATURE PAGE**

(b) (6)

Michelle Parrott  
Procurement Technician

5/18/12

Date

(b) (6)

R. Brian Bradley  
Reviewing Official

5-18-2012

Date





14-12

**MEMORANDUM FOR THE RECORD**  
**JUSTIFICATION AND APPROVAL**  
**FOR OTHER THAN FULL AND OPEN COMPETITION**  
**FOR A SIMPLIFIED ACQUISITION**

Upon the basis of the following justification, I hereby approve the issuance of the contractual action described below:

**JUSTIFICATION**

1. **Identification of Agency and Contracting Activity.**

Office of Naval Research  
Department of Innovation, Code: 03I  
875 North Randolph Street  
Arlington, Virginia 22203-1995

2. **Nature/Description of Action.**

Provide one year membership for ONR representative to participate in Wireless Innovation Council (WIC).

3. **Description of Supplies/Services.**

The WIC, managed by Mobiquity, will coordinate four (4) meetings (two (2) virtual and two (2) face-to-face) per year and conduct research focused on cross-industry wireless/mobile innovation opportunities. The venues for the meetings will vary and may include Member company sites to facilitate exposure of Members to different company environments and wireless/mobile innovation approaches. The WIC will also coordinate guest speakers from wireless/mobile industry players (both large and emerging) to provide valuable input on the future of wireless/mobile technology and innovation examples. Research will be compiled in the form of living reports and a research repository accessible by Member companies. The results will be reviewed at WIC meetings for discussion and potential input for subsequent research.

Member (ONR representative) will actively participate in WIC meetings with at least one (1) senior attendee, who is responsible for functions or businesses related to mobile innovation (Marketing, Strategy, Innovation/R&D, Technology/IT, Business Unit Lead, etc.), per session (with a maximum of two (2) per session). Member will make selected employees and stakeholders (up to thirty (30) per calendar quarter) available for surveys with proper advance notice. Member may voluntarily provide relevant wireless/mobile research to the WIC to enhance the overall WIC research effort. Member will voluntarily make its facility available for hosting a WIC meeting.

4. Identification of Statutory Authority.

The statutory authority permitting other than full and open competition for this simplified acquisition is found at FAR 13.106-1 (b) where "contracting officers may solicit from one source if the contracting officer determines that the circumstances of the contract action deem only one source reasonably available

5. Demonstration of Contractor's Unique Qualification.

Mobiquity, Inc. is the sole manager of the Wireless Innovation Council (WIC).

6. Description of Efforts to Ensure Other Potentials Sources Were Sought.

Research was conducted online in an attempt to find similar services from potential sources. A special notice was posted on the Office of Naval Research website to serve as further market research.

7. Determination of Fair and Reasonable Price.

The requesting office has provided a detailed Independent Government Cost Estimate which will be used as the basis for determining a fair and reasonable price.

8. Description of Market Research.

The opportunity for potential other sources to offer competition was given through a special notice published on the Office of Naval Research's website and remained visible for the prescribed length of time.

9. Any Other Supporting Facts.

Member (ONR representative) will actively participate in Wireless Innovation Council (WIC) meetings with at least one (1) senior attendee, who is responsible for functions or businesses related to mobile innovation (Marketing, Strategy, Innovation/R&D, Technology/IT, Business Unit Lead, etc.), per session (with a maximum of two (2) per session).

Participation in the Wireless Innovation Council will give ONR access to organizations working on the future and leading edge of wireless/mobile technology and innovation with access to research provided in the form of living reports and a research repository accessible which is by Member companies. The results will be reviewed at WIC meetings for discussion and potential input for subsequent research.

10. Listing of Interested Sources.

None

11. Statement of Delivery Requirements.

Membership and participation shall be for one (1) year from date of award.

CONTRACTING OFFICER CERTIFICATION AND APPROVAL

I certify that this justification is accurate and complete to the best of my knowledge and belief.

(b) (6)	254	703-696-8373	MAY 22 2012
R. Brian Bradley, Contracting Officer	Code	Phone	Date



<b>ONR INTEROFFICE ROUTE/BRIEFING SHEET</b>		<b>FROM</b> Michelle Parrott Code 254 703-696-2044		<b>REF/SERIAL NO.:</b> 12-SS-0015	
				<b>DOCUMENT DATE:</b> 03 May 2012	
<b>SUBJECT AND ENCLOSURES:</b>  Pre-Solicitation 12-SS-0015 (Notice of Intent to Award a Sole Source)					
ROUTING (CODE NO.)	PUR - POSE *	RECEIVED	RELEASED	COMMENTS (Initials and date)	
		DATE	DATE		
		INITIALS	INITIALS		
0254 Parrott			3 MAY 12 (b) (6)	Please review 12-SS-0015 for membership to the Wireless Innovation Council (WIC) for ONR Code 03I	
0254 Bradley	G/I		(b) (6) 3 MAY 12		
025 Sutherland	G/I		(b) (6) 5/7/12		

## \* PURPOSE OF CODES

A - Prepare for signature  
B - Necessary action  
C - Reply direct

D - Furnish data on which to base reply  
E - Information and retention  
F - Lead office for coordination, rewrite  
G - In for signature  
H - Information and return

I - Comment or recommendation  
J - Coordinate with action office  
K - Coordinate with lead office  
L - Reply to be cleared by this office  
S - Reply to be signed by this office

Pre-Solicitation Number 12-SS-0015

**Description: NOTICE OF INTENT TO AWARD A SOLE SOURCE**

The Office of Naval Research (ONR) intends to issue a fixed price purchase order to a single source under the authority of FAR 13.106-1(b) on or about 14 MAY 2012, to Mobiquity, Inc., Wellesley, MA. The period of performance will be approximately twelve months.

The prospective contractor shall provide one (1) year membership for ONR representative to participate in the Wireless Innovation Council.

ONR intends to award this requirement as a sole source due to the fact that Mobiquity is the sole manager of the Wireless Innovation Council.

The North American Industry Classification System (NAICS) code for this requirement is 541519 with the size standard of \$25 million in average annual receipts. This notice of intent is not a request for proposals or quotes; however, all responsible sources may submit a quotation and technical capabilities, which, if received within ten calendar days of publication of this notice, shall be considered by ONR. All responses must be submitted to the Government point of contact at the email address shown below. A determination by the Government not to open the requirement to competition based upon the responses to this notice is solely within the discretion of the Government.

**Contracting Office Address:**

Department of the Navy, Office of Naval Research (ONR), Code – ONR BD254, 875 North Randolph Street, Arlington, VA 22203-1995.

Government Point of Contact: Mr. R. Brian Bradley, (703) 696-8373; Robert.Bradley2@navy.mil



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Regional Offices

## Special Notices

Currently Active Expired

### Notice of Intent to Award a Sole Source 12-SS-0015

12-SS-0015 (PDF - 9.84 KB)

Full Proposals will be accepted until May 17, 2012 05:00 PM EST

### Special Program Announcement for 2012 ONR Research Opportunity: Basic Research Challenge - Decentralized Online Optimization 12-SN-0006

12-SN-0006 (PDF - 39.99 KB)

Published: February 24, 2012 08:54 AM EST | Full Proposals will be accepted until May 15, 2012 03:00 PM EST  
White Papers due no later than March 29, 2012 03:00 PM EST

### Special Program Announcement for 2012 ONR Basic Research Challenge: Carbon Molecular Electronics 12-SN-0003

12-SN-0003 (PDF - 43.6 KB)

Published: January 20, 2012 01:54 PM EST | Full Proposals will be accepted until May 1, 2012 04:00 PM EST  
White Papers due no later than March 8, 2012 04:00 PM EST

### Notice of Intent to Award a Sole Source 12-SS-0013

Notice of Intent to Award a Sole Source (PDF - 78.19 KB)





**Wireless Innovation Council (WIC)  
Membership Agreement**

This Agreement ("Agreement") is entered into by and between Mobiquity, Inc. ("Mobiquity") (<http://www.mobiquityinc.com>) as the manager of the Wireless Innovation Council ("WIC"), and the undersigned entity ("Member"). By executing this Agreement, Member accepts membership in the WIC in accordance with the following terms and conditions:

**1. Contact Information.**

<b>SPONSOR NAME:</b>	Office of Naval Research	
<b>SPONSOR CONTACT:</b>	Dr. Lawrence Schuette Director of Innovation	Email: <a href="mailto:Larry.schuette@navy.mil">Larry.schuette@navy.mil</a>
<b>MOBIQUITY CONTACT(S):</b>	Scott Snyder, PhD	Tel: 610-256-0662 Email: <a href="mailto:ssnyder@mobiquityinc.com">ssnyder@mobiquityinc.com</a>
	Jeffrey Lavin (Contract)	Tel: 508-597-5373 Email: <a href="mailto:jlavin@mobiquityinc.com">jlavin@mobiquityinc.com</a>

**2. WIC Activities.** The WIC, managed by Mobiquity, will coordinate four (4) meetings (two (2) virtual and two (2) face-to-face) per year and conduct research focused on cross-industry wireless/mobile innovation opportunities. The venues for the meetings will vary and may include Member company sites to facilitate exposure of Members to different company environments and wireless/mobile innovation approaches. The WIC will also coordinate guest speakers from wireless/mobile industry players (both large and emerging) to provide valuable input on the future of wireless/mobile technology and innovation examples. Research will be compiled in the form of living reports and a research repository accessible by Member companies. The results will be reviewed at WIC meetings for discussion and potential input for subsequent research.

**3. WIC Timeline.** The preliminary working calendar for the WIC is as follows:

WIC Kick-off Meeting (Virtual)	September 2011
WIC Session 1	November/December 2011
WIC Session 2	February/March 2012
WIC Session 3	May/June 2012
WIC Session 4/Year 1 Report Out	August/September 2012

**4. Member Benefits.** Member will receive the following benefits as a Member of the WIC:

- Four (4) facilitated meetings per year (two (2) virtual and two (2) face-to-face) to review research agenda, review previous research results, and interact with

MOBIQUITY, INC.  
16 Laurel Avenue, Suite 300 • Wellesley Hills, MA 02481  
[www.mobiquityinc.com](http://www.mobiquityinc.com)

- selected guest speakers from key wireless/mobile technology players (both large and emerging);
- Attendance of two (2) representatives for each WIC meeting;
- Opportunity to provide on-going inputs to shape the WIC Research Agenda;
- Electronic copies of all WIC Research Reports;
- Access to the WIC Research Portal which will be set-up after the initial meeting; and
- Opportunity to explore collaboration with other WIC Members on wireless/mobility opportunities.

**5. Membership Fee.** The annual membership fee ("Membership Fee") for the WIC is fifteen thousand dollars (\$15,000), due and payable to Mobiquity, as manager of the WIC, upon execution of this Agreement. Member will be responsible for its own out-of-pocket expenses in supporting WIC activities, including, but not limited to, travel, employee compensation, and research support.

**6. Member Responsibilities.** Member will actively participate in WIC meetings with at least one (1) senior attendee, who is responsible for functions or businesses related to mobile innovation (Marketing, Strategy, Innovation/R&D, Technology/IT, Business Unit Lead, etc.), per session (with a maximum of two (2) per session). Member will make selected employees and stakeholders (up to thirty (30) per calendar quarter) available for surveys with proper advance notice. Member may voluntarily provide relevant wireless/mobile research to the WIC to enhance the overall WIC research effort. Member will voluntarily make its facility available for hosting a WIC meeting. (Other Members would be responsible for their own expenses in attending).

**7. Confidentiality and Nondisclosure.** All company-specific contributions to, research conducted for, and innovations resulting from the WIC shall be considered confidential and proprietary ("Confidential Information") unless already publicly available information. Member agrees not to disclose any such Confidential Information unless and until the WIC approves it for external publication. Any WIC material that is publicly released will be co-branded with the WIC Member companies, unless Member elects not to be included in such co-branding.

**8. Content Rights.** Member acknowledges and agrees that it shall retain ownership of all worldwide rights, title, and interest in and to its content contributions to WIC research ("Research Contributions"); provided, however, that it shall grant to Mobiquity, as manager of WIC, a worldwide, nonexclusive, transferable, sublicensable, royalty-free license to reproduce, create derivative works of, distribute, display, and perform its Research Contributions, with proper attribution to Member, for the purpose of developing research products for other uses outside of the WIC. In consideration of its Research Contributions, Member will receive an electronic copy of all reports and access to the WIC research portal and shall be entitled to a reciprocal worldwide, nonexclusive, transferable, sublicensable, royalty-free license to reproduce, create derivative works of, distribute, display, and perform content from WIC research for its own use, with proper attribution to the WIC/Mobiquity. Except as expressly provided herein, no other license rights are granted or received hereunder by implication or otherwise.

**9. Term.** The initial term of this Agreement ("Term") shall be for one (1) year from the date of its execution ("Effective Date"), with one- (1-) year renewal options available to Member upon each anniversary of the Effective Date. Payment of the Membership Fee for any subsequent year, within thirty (30) days of receipt of an invoice for such fee from Mobiquity, shall signify a Member's intent to renew this Agreement. For planning and research purposes, Member shall give Mobiquity, as manager of WIC, not less than thirty (30) days' prior written notice of an intent not to renew. Upon Member's withdrawal from the

WIC, Member's agreement to grant licenses as set forth in Section 8 above shall remain in full force and effect.

**10. Limitation of Liability.** IN NO EVENT WILL ANY MEMBER BE LIABLE TO ANOTHER MEMBER OR THE WIC FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWSOEVER IT ARISES, WHETHER FOR BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF THAT MEMBER HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**11. No Partnership.** Members are independent companies and are not partners or joint venturers with one another with respect to the subject matter of this Agreement. As such, Member is not authorized to make any commitment on behalf of the WIC or to attribute any statement or research to the WIC, without the prior written consent of Mobiquity, as manager of the WIC.

**12. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and supersedes and replaces all prior agreements and understandings between Member and the WIC relating hereto in their entirety, provided that this Agreement does not supersede file terms and conditions of any other agreements between individual Members. No modifications or additions to or deletions from this Agreement shall be binding unless accepted in writing by an authorized representative of each party hereto.

IN WITNESS WHEREOF, the WIC and Member have executed this Agreement, by their duly authorized agents, effective as of the date it is executed by Mobiquity, as manager of the WIC:

For Office of Naval Research:

(b) (6)

RADM Nevin Carr  
Chief of Naval Research

10/20/11

Date

For Mobiquity, Inc.:

(b) (6)

Scott A. Snyder, PhD  
President and Chief Strategy Officer

March 27, 2012

Date



## CCR Search Results

Not to be used as certifications and representations. See [ORCA](#) for official certification.

**Registration Status:** Active in CCR; Registration valid until 11/22/2012.

**DUNS:** 967990099

**DUNS PLUS4:**

**CAGE/NCAGE:** 6LDB9

**Legal Business Name:** MOBIQUITY INC.

**Doing Business As (DBA):**

**Division Name:**

**Division Number:**

**Company URL:** <http://www.mobiquityinc.com>

**Physical Street Address 1:** 16 LAUREL AVE STE 300

**Physical Street Address 2:**

**Physical City:** WELLESLEY

**Physical State:** MA

**Physical Foreign Province:**

**Physical Zip/Postal Code:** 02481-7531

**Physical Country:** USA

**Mailing Name:** LINDA COLE

**Mailing Street Address 1:** 16 LAUREL AVENUE, SUITE 300

**Mailing Street Address 2:**

**Mailing City:** WELLESLEY

**Mailing State:** MA

**Mailing Foreign Province:**

**Mailing Zip/Postal Code:** 02481-7531

**Mailing Country:** USA

**Business Start Date:** 11/17/2010

**Delinquent Federal Debt:** No

### CORPORATE INFORMATION

#### Type of Organization

Corporate Entity, Not Federal Tax Exempt  
(State of Incorporation is DE)

#### Business Types/Grants

VN - Contracts

2X - For-Profit Organization

### DISASTER RESPONSE INFORMATION

#### Bonding Levels

**Construction Bonding Level,  
Per Contract (dollars):**

**Construction Bonding Level,  
Aggregate (dollars):**

**Service Bonding Level, Per  
Contract (dollars):**

**Service Bonding Level,  
Aggregate (dollars):**

**Geographic Areas Served**

No geographic areas specified

**GOODS / SERVICES**

**North American Industry Classification System (NAICS)**

541519 - Other Computer Related Services

**Product Service Codes (PSC)**

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**Federal Supply Classification (FSC)**

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**SMALL BUSINESS TYPES**

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

**Business Types Expiration Date**

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**North American Industry Classification System (NAICS)**

The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.

<b>NAICS Code</b>	<b>Description</b>	<b>Small Business</b>	<b>Emerging Small Business</b>
541519	Other Computer Related Services	Yes	No

**CCR POINTS OF CONTACT**

**Government Business Primary POC**

**Name:** SCOTT SNYDER

**Address Line 1:** 16 LAUREL AVENUE, SUITE 300

**Address Line 2:**

**City:** WELLESLEY

**State:** MA

**Foreign Province:**

**Zip/Postal Code:** 02481

**Country:** USA

**U.S. Phone:** 610-256-0662

**Non-U.S. Phone:**

**Fax:** 781-209-5577

**Government Business Alternate POC**

**Name:** MICHAEL TOBIN

**Address Line 1:** 16 LAUREL AVENUE, SUITE 300

**Address Line 2:**

**City:** WELLESLEY

**State:** MA

**Foreign Province:**

**Zip/Postal Code:** 02481

**Country:** USA

**U.S. Phone:** 781-856-8183

**Non-U.S. Phone:**

**Fax:** 781-209-5577

**Past Performance Primary POC**

**Name:**

**Past Performance Alternate POC**

**Name:**

**Address Line 1:**  
**Address Line 2:**  
**City:**  
**State:**  
**Foreign Province:**  
**Zip/Postal Code:**  
**Country:**  
**U.S. Phone:**  
**Non-U.S. Phone:**  
**Fax:**

**Electronic Business Primary POC**

**Name:** LINDA COLE  
**Address Line 1:** 16 LAUREL AVENUE, SUITE 300  
**Address Line 2:**  
**City:** WELLESLEY  
**State:** MA  
**Foreign Province:**  
**Zip/Postal Code:** 02481  
**Country:** USA  
**U.S. Phone:** 617-710-8131  
**Non-U.S. Phone:**  
**Fax:** 781-209-5577

**Address Line 1:**  
**Address Line 2:**  
**City:**  
**State:**  
**Foreign Province:**  
**Zip/Postal Code:**  
**Country:**  
**U.S. Phone:**  
**Non-U.S. Phone:**  
**Fax:**

**Electronic Business Alternate POC**

**Name:** JEFF LAVIN  
**Address Line 1:** 16 LAUREL AVENUE, SUITE 300  
**Address Line 2:**  
**City:** WELLESLEY  
**State:** MA  
**Foreign Province:**  
**Zip/Postal Code:** 02481  
**Country:** USA  
**U.S. Phone:** 508-523-8491  
**Non-U.S. Phone:**  
**Fax:** 781-209-5577

**Search Results Excluded By  
Firm, Entity, or Vessel : MOBIQUITY INC.  
DUNS : 967990099  
Cage Code : 6LDB9  
as of 29-Mar-2012 11:34 AM EDT**

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**Your search returned no results.**







**Representations and certifications provided by vendors through ORCA may be supplemented by information submitted to the Government in response to a specific solicitation.**

Company Name: MOBIQUITY INC.  
 DUNS: 967990099  
 Certification Validity:  
 From: 05/22/2012 01:36:31 PM (EST)  
 To: 05/22/2013 01:36:31 PM (EST)

By submitting this certification, I, **Michael Bayer**, am attesting to the accuracy of the representations and certifications contained herein. I understand that I may be subject to penalties if I misrepresent **MOBIQUITY INC.** in any of the above representations or certifications to the Government.

Provision	
<a href="#">52.203-2</a>	Certificate of Independent Price Determination
<a href="#">52.203-11</a>	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
<a href="#">52.204-3</a>	Taxpayer Identification
<a href="#">52.204-5</a>	Women-Owned Business (Other Than Small Business)
<a href="#">52.209-2</a>	Prohibition on Contracting with Inverted Domestic Corporations—Representation
<a href="#">52.209-5</a>	Certification Regarding Responsibility Matters
<a href="#">52.212-3</a>	Offeror Representations and Certifications - Commercial Items (Alternate 1 & 2)
<a href="#">52.214-14</a>	Place of Performance - Sealed Bidding
<a href="#">52.215-6</a>	Place of Performance
<a href="#">52.219-1</a>	Small Business Program Representations (Alternate 1)
<a href="#">52.219-2</a>	Equal Low Bids
<a href="#">52.219-22</a>	Small Disadvantaged Business Status (Alternate 1)
<a href="#">52.222-18</a>	Certification Regarding Knowledge of Child Labor for Listed End Products
<a href="#">52.222-22</a>	Previous Contracts and Compliance Reports
<a href="#">52.222-25</a>	Affirmative Action Compliance
<a href="#">52.222-38</a>	Compliance with Veterans' Employment Reporting Requirements
<a href="#">52.222-48</a>	Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification
<a href="#">52.222-52</a>	Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification
<a href="#">52.223-1</a>	Biobased Product Certification
<a href="#">52.223-4</a>	Recovered Material Certification
<a href="#">52.223-9</a>	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate 1 only)
<a href="#">52.225-2</a>	Buy American Act Certificate
<a href="#">52.225-4</a>	Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate
<a href="#">52.225-6</a>	Trade Agreements Certificate
<a href="#">52.225-20</a>	Prohibition on Conducting Restricted Business Operations in Sudan—Certification
<a href="#">52.225-25</a>	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification

52.226-2	Historically Black College or University and Minority Institution Representation
52.227-6	Royalty Information (Alternate 1)
52.227-15	Representation of Limited Rights Data and Restricted Computer Software
DFARS	
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country
252.209-7002	Disclosure of Ownership or Control by a Foreign Government
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus
252.212-7000	Offeror Representations and Certifications--Commercial Items
252.216-7003	Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government
252.225-7000	Buy American Act--Balance of Payments Program Certificate
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer
252.225-7020	Trade Agreements Certificate
252.225-7022	Trade Agreements Certificate - Inclusion of Iraqi End Products.
252.225-7031	Secondary Arab Boycott of Israel
252.225-7035	Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate
252.225-7042	Authorization to Perform
252.229-7003	Tax Exemptions (Italy)
252.229-7005	Tax Exemptions (Spain)
252.239-7011	Special Construction and Equipment Charges
252.247-7022	Representation of Extent of Transportation by Sea
252.247-7023	Transportation of Supplies by Sea

**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.
- ☒ I certify that I have read and understand the provision.

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)**

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.
- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of  
Provision) [Back to Top](#)

**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the provision.

**52.209-2 Prohibition on Contracting with Inverted Domestic Corporations—Representation (May 2011)**

- (a) *Definitions.* Inverted domestic corporation and subsidiary have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).  
(b) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.  
(c) *Representation.* By submission of its offer, the offeror represents that—  
(1) It is not an inverted domestic corporation; and  
(2) It is not a subsidiary of an Inverted domestic corporation.

(End of  
Provision) [Back to Top](#)

**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the provision.

**52.222-38 Compliance with Veterans' Employment Reporting Requirements (Sep 2010)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has submitted the most recent VETS-100A Report required by that clause.

(End of  
Provision) [Back to Top](#)

**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the provision.

**52.223-1 Biobased Product Certification (Dec 2007)**

- (a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 2902, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of  
Provision) [Back to Top](#)

**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the provision.

**52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (Aug 2009)****(a) Definitions.** As used in this provision—

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended

**(b) Certification.** By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of  
Provision)      [Back to Top](#)

**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.
- ☒ I certify that I have read and understand the provision.

**52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification.(Nov 2011)****(a) Definition.**

"Person"—

**(1) Means—**

- (i) A natural person;
  - (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
  - (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
- (2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (i) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

**(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at**



CISADA106@state.gov.

- (c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—
- (1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
  - (2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.
- (d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—
- (1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and
  - (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of  
Provision)

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**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the provision.

**52.227-6 Royalty Information (Apr 1984)**

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

(End of provision)

**Alternate I (Apr 1984)**

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

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**52.203-2 Certificate of Independent Price Determination (Apr 1985)**

- (a) The offeror certifies that—
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to—

- (i) Those Prices
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
  - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Tim Brown, SVP, Sales; Michael Bayer, CFO; Michael Tobin, VP, Operations & Service Delivery**
    - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
    - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of  
Provision)

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#### 52.204-3 Taxpayer Identification (Oct 1998)

##### (a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).
  - ☒ TIN on file with CCR.
  - ☐ TIN has been applied for.
  - TIN is not required because:
    - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
    - ☐ Offeror is an agency or instrumentality of a foreign government; ,
    - ☐ Offeror is an agency or instrumentality of the Federal Government.

##### (e) Type of organization.

- ☐ sole proprietorship;

- ☐ Partnership;
- ☒ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other

## (f) Common parent.

- ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name: N/A

TIN: **TIN not on File with ORCA**(End of  
Provision) [Back to Top](#)**52.204-5 Women-Owned Business (Other Than Small Business) (May 1999)**

- (a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of  
Provision) [Back to Top](#)**52.209-5 Certification Regarding Responsibility Matters (Apr 2010)**

## (a) (1) The Offeror certifies, to the best of its knowledge and belief, that-

## (i) The Offeror and/or any of its Principals-

- (A) Are ☐ Are not ☒ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ Have not ☒, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);
- (C) Are ☐ Are not ☒ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i) (B) of this provision.
- (D) Have ☐ Have not ☒, within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
  - (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

## (2) Examples:

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which



entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability because the taxpayer has had no prior opportunity to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C 362 (the Bankruptcy Code).
- (ii) The Offeror has ☐has not ☒, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of  
Provision)

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#### 52.212-3 Offeror Representations and Certifications –Commercial Items (Alternate 1 & 2) (Feb 2012)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <https://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

- (a) Definitions. As used in this provision:

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily

business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Inverted domestic corporation", as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"—

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the

case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]*

- (c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

- (1)\* Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern. (See below)

NAICS:	Description:	Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	Yes
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL,	Yes

	ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	
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- (2)\* Veteran-owned small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern. (See Below)

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	No

- (3)\* Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern. (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	No

- (4) Small disadvantaged business concern. The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (5)\* Women-owned small business concern. The offeror represents that it ☐ is, ☐ is not a women-owned small business concern. (See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	No

*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

- (6) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision] The offeror represents that:

- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

- (7) Economically disadvantaged women-owned small business (EDWOSB) concern . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this

provision.] The offeror represents that:

- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7) (i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

<b>State</b>	<b>Eligible Labor Surplus:</b>	<b>Civil Jurisdictions Included:</b>
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- (10) (i) General. The offeror represents that either-

- (A) ☐ is ☒ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has ☒ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c) (10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: ].

- (11) HUBZone small business concern. The offeror represents, as part of its offer, that-

- (i) It ☐ is It ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
- (ii) It ☐ is It ☒ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246-

- (1) Previous contracts and compliance. The offeror represents that-

- (i) It ☐ has It ☒ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☒ has It ☐ has not filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that-

- (i) It ☐ has developed and has on file, It ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
- (ii) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act-Supplies, is included in this solicitation.)
- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."
- (2) Foreign End Products:
- | Description: | Country of Origin: |
|--------------|--------------------|
|              |                    |
- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act- Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:
- | Description: | Country of Origin: |
|--------------|--------------------|
|              |                    |
- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."
- Other Foreign End Products:
- | Description: | Country of Origin: |
|--------------|--------------------|
|              |                    |
- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act":  
Canadian End Products:

Description:	Country of Origin:
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- (3) Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

Description:	Country of Origin:
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- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
  - (ii) The offeror shall list as other end products those end products that are not U.S.-made, or designated country, end products.

Other End Products:

Description:	Country of Origin:
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- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Responsibility Matters (Executive Order 12689).(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-
- (1) ☐Are, ☒Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
  - (2) ☐Have, ☒Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
  - (3) ☐Are, ☒Are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses (h)(2) of this clause.
  - (4) ☐Have, ☒Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
    - (i) Taxes are considered delinquent if both of the following criteria apply:
      - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
      - (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
    - (ii) Examples:
      - (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.
      - (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a



hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

- (C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U. S. C 362 (the Bankruptcy Code).

- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
To view more End Products, Select page: 1 2 3 4 5 6	

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☒ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

- (j) *Place of Manufacture* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

FSC Code:	Place of Manufacture:
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- (k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

- (1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does, ☒ does not certify that —
- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;



- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
  - (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does, ☒ does not certify that \_\_\_\_
  - (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
  - (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
  - (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.
- (3) If paragraph (k)(1) or (k)(2) of this clause applies \_\_\_\_
  - (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
  - (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.
- (l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
  - (1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (3) *Taxpayer Identification Number (TIN).*
    - ☒ TIN on file with CCR.
    - ☐ TIN has been applied for.
    - TIN is not required because:
      - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; ,
      - ☐ Offeror is an agency or instrumentality of a foreign government; ,
      - ☐ Offeror is an agency or instrumentality of the Federal Government.
  - (4) *Type of organization.*
    - ☐ sole proprietorship;
    - ☐ Partnership;
    - ☒ Corporate entity (not tax-exempt);
    - ☐ Corporate entity (tax-exempt);
    - ☐ Government entity (Federal, State, or local);
    - ☐ Foreign government;
    - ☐ International organization per 26 CFR 1.6049-4;
    - ☐ Other
  - (5) *Common parent.*
    - ☒ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this

provision.

- ☐ Name: N/A

TIN: **TIN not on File with ORCA**

- (m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) *Prohibition on Contracting with Inverted Domestic Corporations.*
  - (1) *Relation to Internal Revenue Code.* An inverted domestic corporation as herein defined does not meet the definition of an Inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
  - (2) *Representation.* By submission of its offer, the offeror represents that—
    - (i) It is not an inverted domestic corporation; and
    - (ii) It is not a subsidiary of an inverted domestic corporation.
- (o) *Sanctioned activities relating to Iran.*
  - (1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
  - (2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
    - (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
    - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.
  - (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
    - (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
    - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

**(End of provision)**

Alternate I (Apr 2011)

As prescribed in 12.301(b)(2), add the following paragraph (c) (12) to the basic provision:

- (12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c) (10) of this provision.)

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

Alternate II (Jan 2012)

As prescribed in 12.301(b)(2), add the following paragraph (c) (10)(iii) to the basic provision:

- (iii) Address. The offeror represents that its address ☐ is, ☒ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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#### 52.214-14 Place of Performance-Sealed Bidding (Apr 1985)

- (a) The bidder, in the performance of any contract resulting from this solicitation, ☒ intends, ☐ does not intend [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.
- (b) If the bidder checks "Intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
148 E. Lancaster Ave., Wayne, PA 19087-4155	Scott Snyder	148 E. Lancaster Ave., Wayne, PA 19087-4155

(End of  
Provision)

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#### 52.215-6 Place of Performance (Oct 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☒ intends ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

Address of Place of Performance (Street, Address, City, County, State, Zip Code):	Owner/Operator:	Owner Address (Street, Address, City, County, State, Zip Code):
148 E. Lancaster Ave., Wayne, PA 19087-4155	Scott Snyder	148 E. Lancaster Ave., Wayne, PA 19087-4155

(End of  
Provision)

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#### 52.219-1 Small Business Program Representations (Apr 2011)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.\*
- (2) The small business size standard is See Note.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern (see below).
- \*\*

NAICS:	Description:	Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	Yes
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	Yes

- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☒ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.  
(See Below)

NAICS:	Description:	Women-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	No

- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision] The offeror represents as part of its offer that:

- (i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible for the WOSB Program in (b)(4) of this provision] The offeror represents as part of its offer that:
- (i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

NAICS:	Description:	Veteran-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	No

- (7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.  
 \*\* (See Below)

NAICS:	Description:	Service-Disabled Veteran-Owned Small Business Concern (Yes/No):
541519	OTHER COMPUTER RELATED SERVICES	No
541712	RESEARCH AND DEVELOPMENT IN THE PHYSICAL, ENGINEERING, AND LIFE SCIENCES (EXCEPT BIOTECHNOLOGY)	No

*\*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.*

*\*\*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern status was calculated based on the NAICS codes, Number of Employees, and Average Annual Gross Revenues listed in the CCR Registration for "Company Name" along with the Small Business Administration size standard for each NAICS code.*

- (8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-
- (i) It ☐ is, ☒ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and
  - (ii) It ☐ is, ☒ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible for the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101 (2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**(End of provision)**

**Alternate I (Apr 2011)**

As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

- (9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

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**52.219-2 Equal Low Bids (Oct 1995)**

- (a) This provision applies to small business concerns only
- (b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

<b>State</b>	<b>Eligible Labor Surplus:</b>	<b>Civil Jurisdictions Included:</b>
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- (c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the



bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of  
Provision)

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#### 52.219-22 Small Disadvantaged Business Status (Oct 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
- (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-
- ☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
    - (A) No material change in disadvantaged ownership and control has occurred since its certification;
    - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
    - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
  - ☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: .]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall-
- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

#### Alternate I (Jan 2012)

As prescribed in 19.309(b), add the following paragraph (b)(3) to the basic provision:

- (3) Address. The offeror represents that its address ☐ is ☒ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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#### 52.222-18 Certification Regarding Knowledge of Child Labor for Listed End Products (Feb 2001)

## (a) Definition:

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
To view more End Products, Select page: <a href="#">1</a> <a href="#">2</a> <a href="#">3</a> <a href="#">4</a> <a href="#">5</a> <a href="#">6</a>	

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

- ☒ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- ☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of  
Provision)

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## 52.222-22 Previous Contracts and Compliance Reports (Feb 1999)

The offeror represents that-

- (a) It ☐ has It ☒ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☒ has It ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of  
Provision)

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## 52.222-25 Affirmative Action Compliance (Apr 1984)

The offeror represents that-

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☒ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

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Provision)

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**52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification (Feb 2009)**

- (a) The offeror shall check the following certification:

Certification

The offeror ☐does ☒does not certify that -

- (1) The items of equipment to be serviced under this contract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
  - (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
    - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
    - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
  - (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
  - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements, in this solicitation will not be included in any resultant contract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment— Requirements, will not be included in any resultant contract awarded to this offeror; and
  - (2) The offeror shall notify the Contracting Officer as soon as possible, if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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Provision)      [Back to Top](#)

**52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services— Certification. (Nov 2007)**

- (a) The offeror shall check the following certification:

Certification

The offeror ☐does ☒does not certify that -

- (1) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The contract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current

price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;

- (3) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
  - (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the offeror uses for these employees and for equivalent employees servicing commercial customers.
- (b) Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and the Contracting Officer determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant contract to this offeror; or
  - (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, in this solicitation will not be included in any resultant contract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, will not be included in any resultant contract to this offeror; and
  - (2) The offeror shall notify the Contracting Officer as soon as possible if the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation.
- (d) The Contracting Officer may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact the Contracting Officer as required in paragraph (c) of this provision.

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Provision)

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#### **52.223-4 Recovered Material Certification (May 2008)**

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

☒ MOBIQUITY INC. certifies compliance with 52.223-4

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#### **52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items**

##### **Alternate I (May 2008)**

As prescribed in 23.406(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

- (b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

##### **Certification**

☒ I, Michael Bayer, Chief Financial Officer (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

Submission of this ORCA record serves as the signature for this Certification

[Signature of the Officer or Employee]

Michael Bayer

[Typed Name of the Officer or Employee]

Chief Financial Officer

[Title]

MOBIQUITY INC.

[Name of Company, Firm, or Organization]

05/22/2012 01:36:31 PM

[Date]

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Provision)

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**52.225-2 Buy American Act Certificate (Feb 2009)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

- (b) Foreign End Products:

Description:	Country of Origin:
--------------	--------------------

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of  
Provision)

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**52.225-4 Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate (Jun 2009)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

- (b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

Description:	Country of Origin:
--------------	--------------------

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Description:	Country of Origin:
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- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

**Alternate I (Jan 2004)**

As prescribed in 25.1101 (b)(2)(ii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (b) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian End Products:

<b>Description:</b>	<b>Country of Origin:</b>
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**Alternate II (Jan 2004)**

As prescribed in 25.1101(b)(2)(iii), substitute the following paragraph (b) for paragraph (b) of the basic provision:

- (b) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act": Canadian or Israeli End Products:

<b>Description:</b>	<b>Country of Origin:</b>
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[Back to Top](#)**52.225-6 Trade Agreements Certificate (Jan 2005)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a U.S.-made, or designated country, end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (b) The offeror shall list as other end products those supplies that are not U.S.-made, or designated country, end products. Other End Products:

<b>Description:</b>	<b>Country of Origin:</b>
---------------------	---------------------------

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made, or designated country, end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, or designated country, end products unless the Contracting Officer determines that there are no offers for those products or that the offers for those products are insufficient to fulfill the requirements of this solicitation.

(End of  
Provision)[Back to Top](#)**52.226-2 Historically Black College or University and Minority Institution Representation (Oct 2008)**

- (a) Definitions. As used in this provision-
- "Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.
- "Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).
- (b) Representation. The offeror represents that it-
- ☐ is ☒ is not a historically black college or university;
- ☐ is ☒ is not a minority institution.

(End of  
Provision)[Back to Top](#)**52.227-15 Representation of Limited Rights Data and Restricted Computer Software (Dec 2007)**

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if



included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data—General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]—
- (1) ☒ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software; or
  - (2) ☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:
- (c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of  
Provision)      [Back to Top](#)

#### **Defense Federal Acquisition Regulations Supplement (DFARS)**

##### **READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the provision.

#### **252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country.**

As prescribed in 209.104-70(a), use the following provision:

##### **DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)**

(a) *Definitions.* As used in this provision—

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.
- (3) "Significant interest" means—
  - (i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
  - (ii) Holding a management position in the firm, such as a director or officer;
  - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
  - (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
  - (v) Holding 50 percent or more of the indebtedness of a firm.

- (b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.
- (c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—
- (1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of  
Provision)

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**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the clause.

**252.209-7005 Reserve Officer Training Corps and Military Recruiting on Campus.**

As prescribed in 209.470-4, use the following clause:

**RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (JAN 2000)**

- (a) *Definitions.* "Institution of higher education," as used in this clause, means an institution that meets the requirements of 20 U.S.C. 1001 and includes all subelements of such an institution.
- (b) *Limitation on contract award.* Except as provided in paragraph (c) of this clause, an institution of higher education is ineligible for contract award if the Secretary of Defense determines that the institution has a policy or practice (regardless of when implemented) that prohibits or in effect prevents—
- (1) The Secretary of a military department from maintaining, establishing, or operating a unit of the Senior Reserve Officer Training Corps (ROTC) (in accordance with 10 U.S.C. 654 and other applicable Federal laws) at that institution;
  - (2) A student at that institution from enrolling in a unit of the Senior ROTC at another institution of higher education;
  - (3) The Secretary of a military department or the Secretary of Transportation from gaining entry to campuses, or access to students (who are 17 years of age or older) on campuses, for purposes of military recruiting; or
  - (4) Military recruiters from accessing, for purposes of military recruiting, the following information pertaining to students (who are 17 years of age or older) enrolled at that institution:
    - (i) Name.
    - (ii) Address.
    - (iii) Telephone number.
    - (iv) Date and place of birth.
    - (v) Educational level.
    - (vi) Academic major.
    - (vii) Degrees received.
    - (viii) Most recent educational institution enrollment.
- (c) *Exception.* The limitation in paragraph (b) of this clause does not apply to an institution of higher education if the Secretary of Defense determines that—
- (1) The institution has ceased the policy or practice described in paragraph (b) of this clause; or
  - (2) The institution has a long-standing policy of pacifism based on historical religious affiliation.
- (d) *Agreement.* The Contractor represents that it does not now have, and agrees that during performance of this contract it will not adopt, any policy or practice described in paragraph (b) of this clause, unless the Secretary of Defense has granted an exception in accordance with paragraph (c)(2) of this clause.
- (e) Notwithstanding any other clause of this contract, if the Secretary of Defense determines that the Contractor misrepresented its policies and practices at the time of contract award or has violated the agreement in paragraph (d) of this clause—
- (1) The Contractor will be ineligible for further payments under this and any other contracts with the Department of Defense; and
  - (2) The Government will terminate this contract for default for the Contractor's material failure to comply with the terms and conditions of award.

(End of Clause)

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**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.

☒ I certify that I have read and understand the provision.

**252.225-7003 Report of Intended Performance Outside the United States and Canada—Submission with Offer.**

As prescribed in 225.7204(a), use the following provision:

**REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (OCT 2010)**

- (a) **Definition.** "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.
- (b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if—
  - (1) The offer exceeds \$12.5 million in value; and
  - (2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—
    - (i) Exceeds \$650,000 in value; and
    - (ii) Could be performed inside the United States or Canada.
- (c) Information to be reported includes that for—
  - (1) Subcontracts;
  - (2) Purchases; and
  - (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The offeror shall submit the report using—
  - (1) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

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**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.
- ☒ I certify that I have read and understand the provision.

**252.225-7031 Secondary Arab Boycott of Israel.**

As prescribed in 225.7605, use the following provision:

**SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

- (a) **Definitions.** As used in this provision—
  - (1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.
  - (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
  - (3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means—
    - (i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);
    - (ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and
    - (iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.
- (b) **Certification.** If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it—
  - (1) Does not comply with the Secondary Arab Boycott of Israel; and
  - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of  
Provision)

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**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the provision.

**252.225-7042 Authorization to Perform.**

As prescribed in 225.1103(3), use the following provision:

**AUTHORIZATION TO PERFORM (APR 2003)**

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

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Provision)

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**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the clause.

**252.229-7003 Tax Exemptions (Italy).**

As prescribed in 229.402-70(c), use the following clause:

**TAX EXEMPTIONS (ITALY) (JAN 2002)**

- (a) The Contractor represents that the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.
- (b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.
- (1) The Contractor shall include the following information on invoices submitted to the United States Government:
- (i) The contract number.
  - (ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.
  - (iii) The following fiscal code(s): [Contracting Officer must insert the applicable fiscal code(s) for military activities within Italy: 80028250241 for Army, 80156020630 for Navy, or 91000190933 for Air Force].
- (2) (i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:
- "I certify that this invoice is true and correct and reflects expenditures made in Italy for the Common Defense by the United States Government pursuant to international agreements. The amount to be paid does not include the IVA tax, because this transaction is not subject to the tax in accordance with Article 72 of Decree Law 633, dated October 26, 1972."
- An authorized United States Government official will sign the copy of the invoice containing this certification.
- (ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.
  - (iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.
- (3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.
- (c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:
- (1) Imposta di Fabbricazione (Production Tax for Petroleum Products).
  - (2) Imposta di Consumo (Consumption Tax for Electrical Power).
  - (3) Dazi Doganali (Customs Duties).



- (4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).
- (5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).
- (6) Imposta di Registro (Registration Tax).
- (7) Imposta di Bollo (Stamp Tax).

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**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the clause.

**252.229-7005 Tax Exemptions (Spain).**

As prescribed in 229.402-70(e), use the following clause:

**TAX EXEMPTIONS (SPAIN) (JUN 1997)**

- (a) The Contractor represents that the contract prices, including subcontract prices, do not include the taxes identified herein, or any other taxes from which the United States Government is exempt.
- (b) In accordance with tax relief agreements between the United States Government and the Spanish Government, and because the incumbent contract arises from the activities of the United States Forces in Spain, the contract will be exempt from the following excise, luxury, and transaction taxes:
  - (1) Derechos de Aduana (Customs Duties).
  - (2) Impuesto de Compensacion a la Importacion (Compensation Tax on Imports).
  - (3) Transmisiones Patrimoniales (Property Transfer Tax).
  - (4) Impuesto Sobre el Lujo (Luxury Tax).
  - (5) Actos Juridicos Documentados (Legal Official Transactions).
  - (6) Impuesto Sobre el Trafico de Empresas (Business Trade Tax).
  - (7) Impuestos Especiales de Fabricacion (Special Products Tax).
  - (8) Impuesto Sobre el Petroleo y Derivados (Tax on Petroleum and its By-Products).
  - (9) Impuesto Sobre el Uso de Telefona (Telephone Tax).
  - (10) Impuesto General Sobre la Renta de Sociedades y demas Entidades Juridicas (General Corporation Income Tax).
  - (11) Impuesto Industrial (Industrial Tax).
  - (12) Impuesto de Rentas Sobre el Capital (Capital Gains Tax).
  - (13) Plus Vaila (Increase on Real Property).
  - (14) Contribucion Territorial Urbana (Metropolitan Real Estate Tax).
  - (15) Contribucion Territorial Rustica y Pecuaria (Farmland Real Estate Tax).
  - (16) Impuestos de la Diputacion (County Service Charges).
  - (17) Impuestos Municipal y Tasas Parafiscales (Municipal Tax and Charges).

(End of Clause) [Back to Top](#)

**READ ONLY**

- ☐ Vendor will provide information with specific offers to the Government.  
☒ I certify that I have read and understand the clause.

**252.239-7011 Special Construction and Equipment Charges.**

As prescribed in 239.7411(b), use the following clause:

**SPECIAL CONSTRUCTION AND EQUIPMENT CHARGES (DEC 1991)**

- (a) The Government will not directly reimburse the Contractor for the cost of constructing any facilities or providing any equipment, unless the Contracting Officer authorizes direct reimbursement.
- (b) If the Contractor stops using facilities or equipment which the Government has, in whole or part, directly reimbursed, the Contractor shall allow the Government credit for the value of the facilities or equipment attributable to the Government's contribution. Determine the value of the facilities and equipment on the

basis of their foreseeable reuse by the Contractor at the time their use is discontinued or on the basis of the net salvage value, whichever is greater. The Contractor shall promptly pay the Government the amount of any credit.

- (c) The amount of the direct special construction charge shall not exceed—
  - (1) The actual costs to the Contractor; and
  - (2) An amount properly allocable to the services to be provided to the Government.
- (d) The amount of the direct special construction charge shall not include costs incurred by the Contractor which are covered by—
  - (1) A cancellation or termination liability; or
  - (2) The Contractor's recurring or other nonrecurring charges.
- (e) The Contractor represents that—
  - (1) Recurring charges for the services, facilities, and equipment do not include in the rate base any costs that have been reimbursed by the Government to the Contractor; and
  - (2) Depreciation charges are based only on the cost of facilities and equipment paid by the Contractor and not reimbursed by the Government.

If it becomes necessary for the Contractor to incur costs to replace any facilities or equipment, the
- (f) Government shall assume those costs or reimburse the Contractor for replacement costs at mutually acceptable rates under the following circumstances—
  - (1) The Government paid direct special construction charges; or
  - (2) The Government reimbursed the Contractor for those facilities or equipment as a part of the recurring charges; and
  - (3) The need for replacement was due to circumstances beyond the control and without the fault of the Contractor.
- (g) Before incurring any costs under paragraph (f) of this clause, the Government shall have the right to terminate the service under the Cancellation or Termination of Orders clause of this contract.

(End of Clause)    [Back to Top](#)

#### READ ONLY

- ☐ Vendor will provide information with specific offers to the Government.
- ☒ I certify that I have read and understand the clause.

#### 252.247-7023 Transportation of Supplies by Sea.

As prescribed in 247.573(b)(1), use the following clause:

##### TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

- (a) *Definitions.* As used in this clause—
  - (1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
  - (2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
  - (3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.
  - (4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
  - (5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.
  - (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
    - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
    - (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—
- (i) This contract is a construction contract; or
  - (ii) The supplies being transported are—
    - (A) Noncommercial items; or
    - (B) Commercial items that—
      - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
      - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
      - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—
- (1) U.S.-flag vessels are not available for timely shipment;
  - (2) The freight charges are inordinately excessive or unreasonable; or
  - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—
- (1) Type, weight, and cube of cargo;
  - (2) Required shipping date;
  - (3) Special handling and discharge requirements;
  - (4) Loading and discharge points;
  - (5) Name of shipper and consignee;
  - (6) Prime contract number; and
  - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
  - (2) Name of vessel;
  - (3) Vessel flag of registry;
  - (4) Date of loading;
  - (5) Port of loading;
  - (6) Port of final discharge;
  - (7) Description of commodity;
  - (8) Gross weight in pounds and cubic feet if available;
  - (9) Total ocean freight in U.S. dollars; and
  - (10) Name of steamship company.
- (f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—
- (1) No ocean transportation was used in the performance of this contract;
  - (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
  - (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

	Item Description	Contract Line Items	Quantity
TOTAL			

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
  - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

ALTERNATE I (MAR 2000) As prescribed in 247.573(b)(2), substitute the following paragraph (b) for paragraph (b) of the basic clause:

- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—
- (i) Noncommercial items; or
  - (ii) Commercial items that—
    - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
    - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations (Note: This contract requires shipment of commercial items in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations); or
    - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

ALTERNATE II (MAR 2000) As prescribed in 247.573(b)(3), substitute the following paragraph (b) for paragraph (b) of the basic clause:

- (b) (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if the supplies being transported are—
- (i) Noncommercial items; or
  - (ii) Commercial items that—
    - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
    - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
    - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643 (Note: This contract requires transportation of commissary or exchange cargoes outside of the Defense Transportation System in accordance with 10 U.S.C. 2643).

ALTERNATE III (MAY 2002) As prescribed in 247.573(b)(4), substitute the following paragraph (f) for paragraphs (f), (g), and (h) of the basic clause:

- (f) The Contractor shall insert the substance of this clause, including this paragraph (f), in subcontracts that are for a type of supplies described in paragraph (b)(2) of this clause.

(End of Clause) [Back to Top](#)**252.209-7002 Disclosure of Ownership or Control by a Foreign Government.**

As prescribed in 209.104-70(b), use the following provision:

DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT  
(JUN 2010)(a) *Definitions.* As used in this provision—

- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
- (2) "Entity controlled by a foreign government"—
  - (i) Means—
    - (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
    - (B) Any individual acting on behalf of a foreign government.
  - (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
- (3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
- (4) "Proscribed information" means—
  - (i) Top Secret information;
  - (ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;
  - (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
  - (iv) Special Access Program (SAP) information; or
  - (v) Sensitive Compartmented Information (SCI).
- (b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).
- (c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

MOBIQUITY INC.

16 LAUREL AVE STE 300, WELLESLEY, MA 02481

Name of Foreign Government Entity	Address of Entity Controlled by a Foreign Government	Description of Interest	Ownership Percentage	Identification of Foreign Government
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(End of Provision) [Back to Top](#)**252.212-7000 Offeror Representations and Certifications--Commercial Items.**

As prescribed in 212.301(f)(ii), use the following provision:

**OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS  
(JUN 2005)**

**(a) Definitions.** As used in this clause—

- (1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
- (2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.
- (3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

**(b) Certification.** By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

**(c) Representation of Extent of Transportation by Sea.** (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

**(2) Representation.** The Offeror represents that it—

- ☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ☒ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

**(End of  
Provision)      [Back to Top](#)**

**252.216-7003 Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government.**

As prescribed in 216.203-4-70(c), use the following clause:

**ECONOMIC PRICE ADJUSTMENT--WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN  
GOVERNMENT (JUN 1997)**

**(a) The Contractor represents that the prices set forth in this contract—**

- (1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of ; and
- (2) Do not include contingency allowances to pay for possible increases in wage rates or material prices.

**(b) If wage rates or material prices are revised by the government named in paragraph (a) of this clause, the Contracting Officer shall make an equitable adjustment in the contract price and shall modify the contract to the extent that the Contractor's actual costs of performing this contract are increased or decreased, as a direct result of the revision, subject to the following:**

- (1) For increases in established wage rates or material prices, the increase in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause increased the applicable wage rate(s) or material price(s), but only if the Contracting Officer receives the Contractor's written request for contract adjustment within 10 days of the change. If the Contractor's request is received later, the effective date shall be the date that the Contracting Officer received the Contractor's request.
- (2) For decreases in established wage rates or material prices, the decrease in contract unit price(s) shall be effective on the same date that the government named in paragraph (a) of this clause decreased the



applicable wage rate(s) or material price(s). The decrease in contract unit price(s) shall apply to all items delivered on and after the effective date of the government's rate or price decrease.

- (c) No modification changing the contract unit price(s) shall be executed until the Contracting Officer has verified the applicable change in the rates or prices set by the government named in paragraph (a) of this clause. The Contractor shall make available its books and records that support a requested change in contract price.
- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause of this contract.

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#### 252.225-7000 Buy American Act--Balance of Payments Program Certificate.

As prescribed in 225.1101(1), use the following provision:

##### BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE

(DEC 2009)

- (a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* The Government—
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) *Certifications and identification of country of origin.*
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—
    - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
    - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
  - (2) The offeror certifies that the following end products are qualifying country end products:

Description:	Country of Origin:
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- (3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Description:	Country of Origin (If known):
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#### 252.225-7020 Trade Agreements Certificate.

As prescribed in 225.1101(5), use the following provision:

##### TRADE AGREEMENTS CERTIFICATE (JAN 2005)

- (a) *Definitions.* "Designated country end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.
- (b) *Evaluation.* The Government—
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—
    - (i) There are no offers of such end products;
    - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
    - (iii) A national interest waiver has been granted.
- (c) *Certification and identification of country of origin.*

- (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.
- (2) The following supplies are other nondesignated country end products:

<b>Description:</b>	<b>Country of Origin:</b>
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#### **252.225-7022 Trade Agreements Certificate – Inclusion of Iraqi End Products.**

As prescribed in 225.1101(7), use the following provision:

##### **TRADE AGREEMENTS CERTIFICATE – INCLUSION OF IRAQI END PRODUCTS (SEP 2008)**

- (a) *Definitions.* "Designated country end product," "Iraqi end product," "nondesignated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.
- (b) *Evaluation.* The Government—
  - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will consider only offers of end products that are U.S.-made, qualifying country, Iraqi, or designated country end products unless—
    - (i) There are no offers of such end products;
    - (ii) The offers of such end products are insufficient to fulfill the Government's requirements; or
    - (iii) A national interest waiver has been granted.
- (c) *Certification and identification of country of origin.*
  - (1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under a contract resulting from this solicitation, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, Iraqi, or designated country end product.
  - (2) The following supplies are other nondesignated country end products:

<b>Description:</b>	<b>Country of Origin:</b>
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#### **252.225-7035 Buy American Act--Free Trade Agreements--Balance of Payments Program Certificate.**

As prescribed in 225.1101(9), use the following provision:

##### **BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2010)**

- (a) *Definitions.* "Bahrainian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "foreign end product," "Moroccan end product," "Peruvian end product," "qualifying country end product," and "United States, as used in this provision, have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* The Government—
  - (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) *Certifications and identification of country of origin.*
  - (1) For all line items subject to the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation, the offeror certifies that—
    - (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic



- end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror shall identify all end products that are not domestic end products.
- (i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

<b>Description:</b>	<b>Country of Origin:</b>
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- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products:

<b>Description:</b>	<b>Country of Origin:</b>
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- (iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

<b>Description:</b>	<b>Country of Origin (If known):</b>
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#### ALTERNATE I (JUN 2011)

As prescribed in 225.1101(10)(ii), substitute the phrase "Canadian end product" for the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product," and "Peruvian end products" in paragraph (a) of the basic provision; substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision; and delete the phrase "Australian or" from paragraph (c)(2)(i) of the basic provision.

#### ALTERNATE II (DEC 2010)

As prescribed in 225.1101(10)(iii), add the terms "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a) and substitute the following paragraphs (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

- (b) (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) (2) (i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

<b>Description:</b>	<b>Country of Origin:</b>
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(End of Provision)

#### ALTERNATE III (DEC 2010)

As prescribed in 225.1101(10)(iv), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

- (a) **Definitions.** "Canadian end product," "commercially available off-the-shelf (COTS) item," "domestic end product," "foreign end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States" have the meanings given in the Buy American Act—Free Trade Agreements—Balance of Payments Program clause of this solicitation.
- (b) (2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) (2) (i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

<b>Description:</b>	<b>Country of Origin:</b>
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- (c) (2) (ii) The offeror certifies that the following supplies are Canadian end products:

<b>Description:</b>	<b>Country of Origin:</b>
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Provision)

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**252.247-7022 Representation of Extent of Transportation by Sea.**

As prescribed in 247.573(a), use the following provision:

**REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) *Representation.* The Offeror represents that it—
- ☐ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
  - ☒ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of  
Provision)

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